

AG Contract No KR02-1963TRN
ADOT ECS File No JPA 02-89
5-Year Item # 86503
Project: RAM-060-B-509
TRACS No . H5609 01C
Section: US 60 (Grand Avenue)
@ 75th & Olive Avenues
(Olive Avenue Overpass)
City of Peoria No : **L con 00503**

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PEORIA, ARIZONA

THIS AGREEMENT is entered into 19 March 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PEORIA, ARIZONA, acting by and through its MAYOR and CITY COUNCIL (the "City")

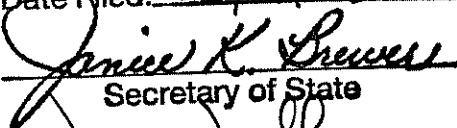
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by Arizona Revised Statutes Section 48-572 and the City Charter Article 1§ 3 (15) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

3. Incident to the State's roadway construction improvements of US 60/Grand Avenue-Olive Avenue Overpass, the State requires the relocation of the City's waterline (which has prior rights). The City currently has an ongoing construction project, herein referred to as the "City Project", wherein the State requests the City relocate said waterline, which includes design and construction costs, at the State's expense, estimated at \$198,220 00.

4. In conjunction with the State's roadway construction improvements, referenced above, the City requests the State incorporate the design and construction of the following two elements: 1) A raised median extension along 75th Avenue, north of the US 60/75th Avenue/Olive Avenue intersection, at an estimated cost of \$12,068 00, and 2) A conduit for traffic signal interconnect through the Olive Avenue Overpass structure, at an estimated cost of \$12,180 00, into the State's construction project, at an estimated total cost of \$27,211 00, all at the City's expense, herein referred to as the "State Project".

NO. 25894
Filed with the Secretary of State
Date Filed: 03/19/03

Secretary of State

By: 

5. A summary of costs associated with the City Project, is detailed on Exhibit A, attached hereto and made a part hereof.

6. A summary of costs associated with the State Project, is detailed on Exhibit B, attached hereto and made a part hereof. The two elements requested by the City will include a fixed rate of 14% for construction engineering and administration costs and a fixed rate of 5% for design engineering administration costs.

7. It is understood by the parties herein, at no time is the State to be considered the owner of, operator of, or locator for the City's facilities.

8. The parties hereto acknowledge and agree to the following conditions: 1) The amounts referenced in this agreement are subject to change; 2) The estimated amounts can change substantially; and, 3) Both parties will perform their responsibilities consistent with this agreement.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State:

In reference to the City Project:

a. will be responsible for the actual costs associated with the City Project, estimated at \$198,220.00.

b. Upon execution of this agreement and receipt of an invoice from the City, will remit \$198,220.00 for the estimated costs of the City Project, outlined on Exhibit A.

c. Will provide design plans, specifications and other such documents and services required for the City to accomplish the construction of the City Project.

d. Will be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

e. Will reimburse the City for actual costs related to the City Project described herein, unless otherwise determined that the actual costs are less than the State's initial payment to the City, wherein a reimbursement from the City will be expected, 30 days after completion and acceptance of the City Project.

In reference to the State Project:

f. Upon execution of this agreement will invoice the City \$27,211.00, for the estimated costs of the State Project, outlined on Exhibit B.

g. Will agree to be authorized agent on behalf of the City, and will prepare to State standards; design plans, specifications and other such documents and services required for the construction bidding and construction of the State Project, including the incorporation of any City review comments.

h. On behalf of the City, will incorporate said design plans into the State's roadway construction improvement project and call for bids, award one or more contracts to accomplish the State Project; administer same and make all payments to the contractor(s). Will confer with and obtain written consent

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from the City on any State Project related contract modifications. Will be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

i. Upon approval and acceptance of the State Project, will invoice or reimburse the City any difference between the amount paid by the City (\$27,211.00) and the actual cost of the State Project.

2. The City:

In reference to the City Project;

a. Upon execution of this agreement will invoice the State \$198,220.00, for the estimated costs of the City Project, outlined on Exhibit A.

b. Will review design plans associated with the City Project and provide comments to the State for incorporation into final design plans.

c. Will incorporate the design plans associated with the City Project into the City's waterline construction project. By change order to an existing construction contract, will accomplish the City Project; administer same and make all payments to the contractor(s). Will confer with and obtain written consent from the State on any City Project related contract modifications. Will be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

d. Upon approval and acceptance of the City Project, will invoice or reimburse the State any difference between the amount paid by the State (\$198,220.00) and the actual cost of the City Project.

In reference to the State Project;

e. Will be responsible for the actual costs associated with the State Project, estimated total at \$27,211.00 for both elements.

f. Upon execution of this agreement and receipt of an invoice from the State, will remit \$27,211.00 for the estimated costs of the State Project, outlined on Exhibit B.

g. Will and does hereby designate the State as authorized agent for the City. Be responsible for any State Project related contract modifications requested by the City. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

h. Will reimburse the State for actual costs related to the State Project described herein, unless otherwise determined that the actual costs are less than the City's initial payment to the State, wherein a reimbursement from the State will be expected, 30 days after completion and acceptance of the State Project.

i. Upon completion and acceptance of the State Project by the State, provide maintenance to the State Project, all at City's expense.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the work contemplated herein and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to advertisement of the Project, with sixty days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

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3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contract Issues:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007
FAX: (602) 712-7424

City of Peoria, Arizona
Office of the City Attorney
8401 West Monroe Street
Peoria, AZ 85345
FAX: (623) 773-7211

For Billing Issues:

Arizona Department of Transportation
Contract Accounting
206 South 17 Avenue, MD 204B
Phoenix, AZ 85007
FAX: (602) 712-8471

City of Peoria, Arizona
Chief Financial Officer
8401 West Monroe Street
Peoria, AZ 85345
FAX: (623) 773-7211

7. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PEORIA, Arizona
A Municipal Corporation

STATE OF ARIZONA
Department of Transportation

By _____

JOHN C. KEEGAN

Mayor



By _____

JANICE GRAZIANO
City Clerk

By _____

DANIEL S. LANCE, P.E.
Deputy State Engineer

RESOLUTION NO. 03-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION IMPROVEMENTS RELATED TO THE US 60/GRAND AVENUE-OLIVE AVENUE OVERPASS.

WHEREAS, the City of Peoria is authorized to enter into intergovernmental agreements pursuant to Peoria City Charter Article 1 Section 3 (15), and

WHEREAS, the City of Peoria proposes to enter into an intergovernmental agreement with the State of Arizona, and

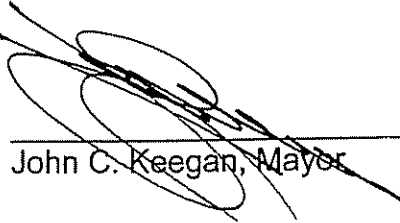
WHEREAS, the State of Arizona, acting by and through its Department of Transportation proposes to enter into the same intergovernmental agreement,

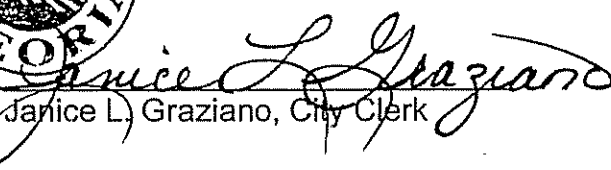
NOW, THEREFORE, LET IT BE RESOLVED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona, as follows:

That the City Council authorizes entering into the intergovernmental agreement with the State of Arizona, acting by and through its Department of Transportation for the purposes of funding the construction improvements related to the US 60/Grand Avenue-Olive Avenue Overpass Project and

That the Mayor is authorized and directed to execute such documents on behalf of the City, as may be necessary to execute this intergovernmental agreement and to receive and expend the funds authorized by this intergovernmental agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona, this 4th day of February, 2003.



John C. Keegan, Mayor

Janice L. Graziano, City Clerk

APPROVED AS TO FORM:



Stephen M. Kemp, City Attorney

APPROVAL OF THE CITY OF PEORIA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PEORIA and declare this agreement to in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 5th day of February, 2003.

Stephen Bung
Attorney

**EXHIBIT A
SUMMARY**
GRAND AVENUE CORRIDOR
DESCRIPTION AND COST OF ITEMS FOR THE STATE PROJECT

| ITEM | COST | | DESCRIPTION |
|--|------------|-------------------|--|
| | DESIGN | CONSTRUCTION | |
| 1 ESTIMATED COST FOR OLIVE AVENUE WATERLINE RELOCATION | \$0 | -\$198,220 | Estimated Cost for Olive Avenue Waterline Extension. (Cost attributable to the State) |
| GRAND TOTAL | \$0 | -\$198,220 | -\$198,220 |

Note: Negative dollar value reflects payment from the State to the City.

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EXHIBIT A
ITEM 1 SUMMARY BACKUP

| Item No | Item Description | Unit | Quantity | Unit Price | Amount |
|---------|--------------------------------------|--------|----------|-------------|--------------|
| 1 | OLIVE AVENUE - WATER LINE RELOCATION | | | | |
| 2 | ESTIMATED COST | | | | |
| 3 | | | | | |
| 4 | LABOR AND EQUIPMENT | L. SUM | 1 | \$30,000.00 | \$30,000.00 |
| 5 | MATERIALS | L. SUM | 1 | \$59,000.00 | \$59,000.00 |
| 6 | 42-INCH BORE | L. SUM | 1 | \$71,000.00 | \$71,000.00 |
| 7 | PAVING | L. SUM | 1 | \$18,000.00 | \$18,000.00 |
| 8 | TRAFFIC CONTROL | L. SUM | 1 | \$8,000.00 | \$8,000.00 |
| 9 | | | | | |
| 10 | SUBTOTAL CONSTRUCTION COST (1) | | | | \$186,000.00 |
| 11 | | | | | |
| 12 | 7.8% TAX | | | | \$9,430.20 |
| 13 | 1.5% BOND | | | | \$2,790.00 |
| 14 | SUBTOTAL CONSTRUCTION COST (2) | | | | \$12,220.20 |
| 15 | | | | | |
| 16 | ITEM 1 TOTAL COST | | | | \$198,220.20 |
| 17 | | | | | |

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EXHIBIT B
ITEM 1 SUMMARY BACKUP

| Item No | Item Description | Unit | Quantity | Unit Price | Amount |
|---------|--|--------|----------|------------|-------------|
| 1 | 75th AVENUE - MEDIAN EXTENSION NORTH OF OLIVE | | | | |
| 2 | ESTIMATED COST | | | | |
| 3 | | | | | |
| 4 | 2020021 REMOVAL OF CONCRETE CURB AND GUTTER | L.F.T. | 50 | \$2.00 | \$100.00 |
| 5 | 2020025 REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS | SQ.FT. | 100 | \$4.00 | \$400.00 |
| 6 | 2020029 REMOVAL OF ASPHALTIC CONCRETE PAVEMENT | SQ.YD. | 190 | \$2.00 | \$380.00 |
| 7 | 3030022 AGGREGATE BASE, CLASS 2 | CU.YD. | 17 | \$18.00 | \$306.00 |
| 8 | 3030026 AGGREGATE SUBBASE, CLASS 6 | CU.YD. | 34 | \$25.00 | \$850.00 |
| 9 | 4040116 APPLY BITUMINOUS TACK COAT | TON | 4 | \$120.00 | \$480.00 |
| 10 | 4040282 ASPHALT BINDER (PG 76-16) | TON | 1 | \$190.00 | \$190.00 |
| 11 | 4060006 ASPHALTIC CONCRETE (3/4" MIX) | TON | 28 | \$20.00 | \$560.00 |
| 12 | 4060026 MINERAL ADMIXTURE (FOR 3/4" MIX) | TON | 1 | \$90.00 | \$90.00 |
| 13 | 9080108 CONCRETE SINGLE CURB (MAG DET. 222)(TYPE A) | L.F.T. | 214 | \$7.00 | \$1,498.00 |
| 14 | 9210011 MEDIAN PAVING | SQ.YD. | 90 | \$30.00 | \$2,700.00 |
| 15 | | | | | |
| 16 | SUBTOTAL CONSTRUCTION COST (1) | | | | \$7,554.00 |
| 17 | | | | | |
| 18 | MAINTENANCE OF TRAFFIC SHARE ¹ | L.SUM | 1 | 2.40% | \$181.00 |
| 19 | CONSTRUCTION SURVEYING AND LAYOUT SHARE ² | L.SUM | 1 | 2.90% | \$219.00 |
| 20 | CONTRACTOR QUALITY CONTROL SHARE ³ | L.SUM | 1 | 2.10% | \$159.00 |
| 21 | MOBILIZATION SHARE ⁴ | L.SUM | 1 | 10.00% | \$755.00 |
| 22 | | | | | |
| 23 | SUBTOTAL CONSTRUCTION COST (2) | | | | \$8,868.00 |
| 24 | DESIGN ENGINEERING | | | | \$3,200.00 |
| 25 | ITEM 1 TOTAL COST | | | | \$12,068.00 |
| 26 | | | | | |

Notes:

- Maintenance of Traffic was calculated on a percentage basis (2.4% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.
- Construction Surveying and Layout was calculated on a percentage basis (2.9% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.
- Contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.
- Mobilization was calculated on a percentage basis (10.0% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.

EXHIBIT B
ITEM 2 SUMMARY BACKUP

| Item No | Item Description | Unit | Quantity | Unit Price | Amount |
|---------|---|-------|----------|------------|-------------|
| 1 | OLIVE AVENUE - TRAFFIC SIGNAL INTERCONNECT | | | | |
| 2 | ESTIMATED COST | | | | |
| 3 | | | | | |
| 4 | ELECTRICAL CONDUIT (4") | L.FT. | 400 | \$8.00 | \$3,200.00 |
| 5 | PULL BOX (NO. 7) (WITH EXTENSION) | EACH | 2 | \$500.00 | \$1,000.00 |
| 6 | ELECTRICAL SYSTEM (INTERCONNECT CONDUIT IN OLIVE AVENUE BRIDGE) | L.SUM | 1 | \$5,000.00 | \$5,000.00 |
| 7 | | | | | |
| 8 | SUBTOTAL CONSTRUCTION COST (1) | | | | \$9,200.00 |
| 9 | | | | | |
| 10 | MAINTENANCE OF TRAFFIC SHARE ¹ | L.SUM | 0 | 2.40% | \$0.00 |
| 11 | CONSTRUCTION SURVEYING AND LAYOUT SHARE ² | L.SUM | 1 | 2.90% | \$267.00 |
| 12 | CONTRACTOR QUALITY CONTROL SHARE ³ | L.SUM | 1 | 2.10% | \$193.00 |
| 13 | MOBILIZATION SHARE ⁴ | L.SUM | 1 | 10.00% | \$920.00 |
| 14 | | | | | |
| 15 | SUBTOTAL CONSTRUCTION COST (2) | | | | \$10,580.00 |
| 16 | DESIGN ENGINEERING | | | | \$1,600.00 |
| 17 | ITEM 2 TOTAL COST | | | | \$12,180.00 |
| 18 | | | | | |

Notes:

1. Maintenance of Traffic is calculated on a percentage basis (2.4% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items but was not included due to the proposed enhancements being outside of the existing roadway.
2. Construction Surveying and Layout was calculated on a percentage basis (2.9% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (10.0% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.

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OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8855

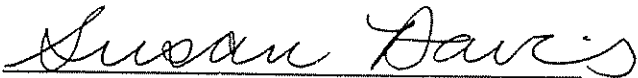
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-1963TRN (JPA 02-89), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED March 12, 2003.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.